



BellSouth Telecommunications, Inc.
Suite 2101
333 Commerce Street
Nashville, Tennessee 37201-3300

615 214-6301
Fax 615 214-7406

REC'D TN
RECEIVED

Guy M. Hicks
General Counsel

JUL 21 PM 4 12
July 21, 1999

EXECUTIVE SECRETARY

VIA HAND DELIVERY

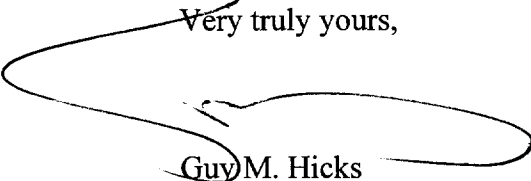
David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Proceeding for the Purpose of Addressing Competitive Effects of Contract Service Arrangements Filed by BellSouth Telecommunications, Inc. in Tennessee*
Docket No. 98-00559

Dear Mr. Waddell:

Enclosed are the original and thirteen copies of BellSouth Telecommunications, Inc.'s Supplemental Response to SECCA and Nextlink Data Request Item No. 1. Copies of the enclosed are being provided to counsel of record for all parties.

Very truly yours,


Guy M. Hicks

GMH:ch
Enclosure

BellSouth Telecommunications, Inc. 615 214-6301
Suite 2101 Fax 615 214-7406
333 Commerce Street
Nashville, Tennessee 37201-3300

REC'D TN
REGULATORY AUTHORITY **BELLSOUTH**
JUL 21 PM 4 12
OFFICE
EXECUTIVE SECRETARY

Guy M. Hicks
General Counsel

July 21, 1999

VIA HAND DELIVERY

Henry Walker, Esquire
Boult, Cummings, et al.
414 Union Ave., #1600
P. O. Box 198062
Nashville, TN 39219-8062

Re: *Proceeding for the Purpose of Addressing Competitive Effects of Contract Service Arrangements Filed by BellSouth Telecommunications, Inc. in Tennessee*
Docket No. 98-00559

Dear Henry:

As I stated during our telephone conversation this morning, I am providing a supplemental response to SECCA's and Nextlink's Item No. 1. All references to the two customers' names have been redacted from the enclosed documents.

Very truly yours,

Guy M. Hicks

GMH:ch

cc: David Waddell
Counsel of Record

REC'D TN
REGULATORY AUTH.

'99 JUL 21 PM 4 12

C. J. JOSE
EXECUTIVE SECRETARY

Tracey Albright 02/01/99 04:40 PM
(Embedded image moved to file: pic25620.pcx)

To: [REDACTED]
cc: Bill Gassman@BCI, Douglas Heintz@BCI
Subject: MSA/Volume and Term Agreement Implementation

This is a status check of where we are on the implementation of the agreement.

The state Public Service Commissions/Regulatory Commissions have approved (except Tennessee) the agreement as follows:

State	Approval Date
Kentucky	1/4/99
Tennessee	not approved
Mississippi	12/16/98
Florida	11/13/98
Georgia	11/13/98
South Carolina	11/24/98
North Carolina	11/13/98
Alabama	12/23/98
Louisiana	11/13/98

The internal process of taking all the identified Billing Numbers and coding them to be inclusive of the Volume and Term agreement and discounting was completed on January 17, 1999. [REDACTED] contract start date for your Volume and Term agreement is November 1, 1998. Manual adjustments must be prepared from January 17 to November 1 to provide you the discount during this gap in time. This work is currently underway. When I get a sense of understanding when these back-credits will appear on your billing statements, I'll let you know.

The Volume and Term agreements will appear monthly on the Billed Telephone Number billing. It will appear in the Other Charges and Credits (OC&C) statement that states "Reward for Total Billed Revenue Commitment Plan". This is reflected at the Billing Number level. It is not reflected down to the individual Earning Number level. For the discounts to appear on the monthly bill, at least 30 days of revenue must be collected before any discounts can be applied.

There are a variety of reports that are available once all the final clean-up work is completed. The cleanup includes the scrub to make sure we all haven't left Earning Numbers off through all of the processing (including new ones that may have been created). Please let me know what type of report information you are interested in seeing. This could simplify my research into which report will best suit your needs. Also, please let me know the frequency of these reports that you will need.

That is all for now. As we continue to do cleanup detail and monitor the Tennessee Regulatory Commission status, we will let you know.

000001

[REDACTED].txt

----- Forwarded by Tracey Albright on 07/17/99 05:01 PM -----

Tracey Albright 02/04/99 05:34 PM
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To: [REDACTED]

cc: Bill Gassman@BCI, Eleanor Stevens@BCI, August Blanckaert@BCI
Subject: Meeting Follow-Up

Thank you for meeting with Julie Hullett of BellSouth Cellular and me on February 2. I was happy that we were finally able to coordinate our schedules and that you were able to collectively set aside time for this meeting, a major effort I am sure!

We discussed several topics which resulted in many action items which I noted. They included:

- Completing the credit adjustments as quickly as possible that represent the gap between the time you signed the Volume and Term agreement and the date that the conversion process completed (for all states except Tennessee which has not yet been approved by the Regulatory Commission).

- Send an organizational chart. If there are local account team members,

- also provide them.

- Provide monthly reports that included such information as revenues generated at the KMA level, the amount of discount eligible, the amount

- of savings generated.

- Provide either monthly or quarterly report of revenue by product.

- Example discussed was Watsaver and how the pricing and savings as a contributory product compares to the possibility of Sprint providing

g

- this as part of their service.

- Find out if there is a way to learn if there are service outage issues.

- If it is chronic, can it be recognized as such so that it can be focused

[REDACTED]
upon as a chronic problem and resolved.

Provide telephone numbers to call to place orders and to call Repair

Centers.

After all Volume and Term business is up and fully operational, look at

WatSaver service for potential savings for all locations. However, attention needs to be given to those locations that may already be

PIC'd

to Sprint for IntraLATA long distance. The desire is that this does not

change. The total number of minutes, as an aggregated, will indicate the what the per-minute rate will be.

Assist [REDACTED] and AT&T to establish ways in which to place orders with

the BellSouth Interexchange Carrier ordering group (ICSC) that will assure that the request to extend the demarc is placed on the order

Suggestion given: Have AT&T request a copy of the order that shows the wiring on the order.

Also assist to pre-determine if there are potential facilities problems for identified [REDACTED] locations. Suggestion given: Identify

locations that will have changes or additions during the upcoming quarter. Provide this information to AT&T. AT&T contact their BellSouth account representative with this information and request

they check with Outside Plant Engineers to see if there are potential facility problems or building entrance problems. If the potential exists, going ahead and placing the order authorizes Engineering and

Installation personnel to work to resolve the problem by the date needed

rather than waiting only a short interval before learning if there is a problem. AT&T should work with their BellSouth contacts to discuss this

need and arrive at terms of agreement.

If Ted Holbrook can meet with [REDACTED] concerning leasing, this needs to

be done before 2/18 per Karen. Note: If I attend this meeting, I only

have two days available: 15th and 16th. I have conveyed this to Ted.

I need to know if those who need to attend this meeting would be

[REDACTED]
available on either of these two days.

Attempt to obtain Slamming documentation. I have placed this request with someone who regularly visits the Public Service Commission where both state and FCC ruling information is retained on file. I will pass on information as it is received.

I believe this covers all of the points. If there is something I missed, please let me know.

I will share information as I work through the list. I expect that I will hear in the next 3-4 business days if Joe James will be available as your Account Manager.

Again, thank you for your time. I believe we are back on track in our ongoing strategic partnering. I hope you share my view.

Best Regards,

Tracey

Tracey Albright 04/05/99 01:39 PM
(Embedded image moved to file: pic30783.pcx)

To: Bernice Christian@BCI
cc:
Subject: CSAs

As FYI. This means that we must submit a form to manually adjust all accounts in Tennessee to manually adjust their accounts from this April date back to when the customer signed in November. Boy, we are talking fun, fun, fun.

Then, in month, we should begin to see the adjustments in the monthly reports you send to them.

----- Forwarded by Tracey Albright on 04/05/99 01:36 PM

Randall Frame
04/05/99 10:18 AM

To: Wanda Page@BCI, Tracey Albright@BCI, Suzanne Davis@BCI
cc: Carrie Butler@BCI
Subject: CSAs

FYI.

Randy

000005

TEXT

Dated: 7/17/99 at 15:54

Subject: Manual Adjustments Needed for [REDACTED] V&T

Size: 963 bytes

Creator: tracey!albright /Internet (tracey_albright@bbs.bls.com)

----- Forwarded by Tracey Albright on 07/17/99 04:53 PM

Tracey Albright 02/23/99 06:26 PM
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To: Kay Atkins@BCI, Cassandra.Cunningham1@bridge.bellsouth.com
cc: Bill Gassman@BCI
Subject: Manual Adjustments Needed for [REDACTED] V&T

I have attached an Excel spreadsheet requesting that this customer's billing be corrected to include V&T credit during the time that lapsed between when the contract was signed and approved on 11/2/98), and the time the V&T Taskmate process was completed on 1/17/99. I have included the information that I think you need which is part of the 9156 form.

Please note: The first sheet is the ONLY one you would be concerned about. The second sheet contains Tennessee accounts, and the Tennessee Regulatory Commission has not yet approved the SAMS case. Also, please ignore the third sheet.

(See attached file: adjustments to do.xls)

000006

FOR FORM 9156 INPUT FORM

CUSTOMER

MSA #KY98-4958-00

ZMSA FID: 19984958

CONTRACT APPROVED 11/2/98; ADJUSTMENTS EFFECTIVE 12/2/98

TASKMATE CONVERSION COMPLETED 1/17/99. ADJUSTMENTS BETWEEN 12/2/98 AND 1/17/99 MUST

BE COMPLETED FOR THE BILLING NUMBERS SHOWN BELOW.

ANNUAL REVENUE BASE: \$2,250,000; DISCOUNT ELIGIBLE BILLING: \$1,805,000, DISCOUNT LEVEL ON DISCOUNT

ELIGIBLE SERVICES: 7%

ACCOUNT CODE: CD2; PHRASE CODE 050. PHRASE: "FOR ADJUSTMENTS PRIOR TO COMPLETION OF AUTOMATED CONVERSION

TO V&T AGREEMENT"

BILL DAY

EARNING NO

EFFECTIVE

GEO

MONTHLY BILL BILLING NAME

BTN

SITE TRADE

9156 ADJUSTMENTS EXCEPT TENN.

1st	404M725456821	12/2/98 GAT	\$45,793.00	[REDACTED]	404M725456821
22nd	7704838256334	12/2/98 GAT	\$60.00	[REDACTED]	7704838256334
4th	7704919754425	12/2/98 GAT	\$285.00	[REDACTED]	7704919754425
10th	7704960796332	12/2/98 GAT	\$59.00	[REDACTED]	7704960796332
10th	7704967400900	12/2/98 GAT	\$3,876.00	[REDACTED]	7704967400900
1st	770M896414523	12/2/98 GAT	\$598.00	[REDACTED]	770M896414523
1st	912U502698321	12/2/98 GSV	\$17,918.00	[REDACTED]	912U502698321
# Not Found					
	1/17 5027830701321	12/2/98 KBG	\$505.00	[REDACTED]	502M724188188
	1/26 606M214660098	12/2/98 KFK	\$7.00	[REDACTED]	606M214660098
	1/10 5024231147007	12/2/98 KLV	\$51.00	[REDACTED]	5024231147007
	1/10 5024260802331	12/2/98 KLV	\$107.00	[REDACTED]	5024260802331
	5024564642464	12/2/98 KLV	\$1,046.00	[REDACTED]	502M264186067
	1/16 502M264186067	12/2/98 KLV	\$41,854.00	[REDACTED]	502M264186067
	1/26 502M516503166	12/2/98 KLV	\$50.00	[REDACTED]	502M657861861
	10/10 502M657861861	12/2/98 KLV	-\$6,534.00	[REDACTED]	502M724188188
	1/23 502M724188188	12/2/98 KLV	\$1,452.00	[REDACTED]	6062375680176
	1/16 6062375680176	12/2/98 KWC	\$483.00	[REDACTED]	6064325114275
	1/16 6064325114275	12/2/98 KWC	\$54.00	[REDACTED]	6064325608340
	1/16 6064325608340	12/2/98 KWC	\$368.00	[REDACTED]	6064374114398
	1/16 6064374114398	12/2/98 KWC	\$72.00	[REDACTED]	6065735306035
	1/23 6065735306035	12/2/98 KWC	\$43.00	[REDACTED]	6065735333291
	1/23 6065735333291	12/2/98 KWC	\$169.00	[REDACTED]	6067456958010
	1/16 6067456958010	12/2/98 KWC	\$69.00	[REDACTED]	6067897262260
	1/14 6067897262260	12/2/98 KWC	\$60.00	[REDACTED]	6067897611047
	1/14 6067897611047	12/2/98 KWC	\$287.00	[REDACTED]	
	1/5 3184420281952	12/2/98 LAX	\$78.00	[REDACTED]	3184420281952
	1/5 3184420512700	12/2/98 LAX	\$85.00	[REDACTED]	3184420512700
	1/5 3184421851717	12/2/98 LAX	\$204.00	[REDACTED]	3184421851717
	1/17 3184332629838	12/2/98 LLC	\$38.00	[REDACTED]	3184332629838
	1/17 3184339417940	12/2/98 LLC	\$19.00	[REDACTED]	
	1/23 3184363685152	12/2/98 LLC	\$362.00	[REDACTED]	3184363685152
	1/28 3184743591098	12/2/98 LLC	\$446.00	[REDACTED]	3184743591098
	1/28 3184776887051	12/2/98 LLC	\$38.00	[REDACTED]	3184776887051
	1/28 3184784051947	12/2/98 LLC	\$212.00	[REDACTED]	3184784051947
	1/8 3185279891210	12/2/98 LLC	\$553.00	[REDACTED]	3185279891210
	11/4 318M334291291	12/2/98 LLF	\$132.00	[REDACTED]	
	1/10 3182216433144	12/2/98 LSH	\$348.00	[REDACTED]	3182216433144

9156 ADJUSTMENTS EXCEPT TENN.

1/10 3186865632246	12/2/98 LSH	\$38.00	3186865632246
1/10 3186866951227	12/2/98 LSH	\$34.00	3186866951227
1/23 3186882010012	12/2/98 LSH	\$435.00	3186882010012
1/23 3186882339401	12/2/98 LSH	\$207.00	3186882339401
1/22 3187423509915	12/2/98 LSH	\$156.00	3187423509915
1/13 3187471058035	12/2/98 LSH	\$294.00	3187471058035
1/13 3187474211102	12/2/98 LSH	\$278.00	3187474211102
1/13 3187476318346	12/2/98 LSH	\$38.00	3187476318346
1/26 3187959944211	12/2/98 LSH	\$598.00	
1/17 6019390190361	12/2/98 MJK	\$157.00	6019390190361
1/23 601M314130130	12/2/98 MJK	\$11,638.00	
1/8 6015630468195	12/2/98 MTU	\$38.00	6015630468195
1/8 6015638617405	12/2/98 MTU	\$317.00	6015638617405
1/13 601M699065065	12/2/98 MTU	\$40.00	
1/13 601M699067244	12/2/98 MTU	\$40.00	
1/13 601M699075075	12/2/98 MTU	\$40.00	
1/13 601M699076076	12/2/98 MTU	\$40.00	
3362821070010	12/2/98 NGB	\$554.00	3362821070010
3362822316024	12/2/98 NGB	\$23.00	3362822316024
3368521898252	12/2/98 NGB	\$641.00	
3368521910022	12/2/98 NGB	\$84.00	3368540022602
3368540022602	12/2/98 NGB	\$729.00	3368558408424
3368538408424	12/2/98 NGB	\$118.00	9192509487510
9192509487510	12/2/98 NRL	\$828.00	9193801422500
9193801422500	12/2/98 NRL	\$757.00	9193809955638
9193809955638	12/2/98 NRL	\$676.00	9194672764205
9194672764205	12/2/98 NRL	\$43.00	9194678853300
9194678853300	12/2/98 NRL	\$479.00	9194693880332
9194693880332	12/2/98 NRL	\$45.00	9194694788149
9194694788149	12/2/98 NRL	\$17.00	9196618400536
9196618400536	12/2/98 NRL	\$555.00	9197900466530
9197900466530	12/2/98 NRL	\$42.00	9198322110108
9198322110108	12/2/98 NRL	\$917.00	9198322775108
9198322775108	12/2/98 NRL	\$245.00	9198475012520
9198475012520	12/2/98 NRL	\$693.00	9198482232641
9198482232641	12/2/98 NRL	\$774.00	9198706028932
9198706028932	12/2/98 NRL	\$577.00	

9156 ADJUSTMENTS EXCEPT TENN.

19th	9198707736223	12/2/98	NRL	\$85.00	[REDACTED]	9198707736223
10th	9198722818531	12/2/98	NRL	\$550.00	[REDACTED]	9198722818531
10th	9198728443903	12/2/98	NRL	\$43.00	[REDACTED]	9198728443903
7th	919M431436635	12/2/98	NRL	\$28.00	[REDACTED]	919M431436635
5th	3367230499566	12/2/98	NWS	\$41.00	[REDACTED]	3367230499566
5th	3367239149445	12/2/98	NWS	\$41.00	[REDACTED]	3367239149445
10th	3367447460653	12/2/98	NWS	\$573.00	[REDACTED]	3367447460653
17th	3367604024937	12/2/98	NWS	\$85.00	[REDACTED]	3367604024937
17th	3367604380546	12/2/98	NWS	\$252.00	[REDACTED]	3367604380546
17th	3367604484944	12/2/98	NWS	\$156.00	[REDACTED]	3367604484944
19th	3367740311337	12/2/98	NWS	\$483.00	[REDACTED]	3367740311337
28th	3367771075808	12/2/98	NWS	\$574.00	[REDACTED]	3367771075808
1st	803M034312312	12/2/98	SCO	\$4,992.00	[REDACTED]	803M034312312
7th	8642262680310	12/2/98	SGR	\$62.00	[REDACTED]	8642262680310

000010

9156 ADJUSTMENTS FOR TENNESSEE

FOR FORM 9156 INPUT FORM

CUSTOMER: [REDACTED]

MSA #KY98-4958-00

ZMSA FID: 19984958

CONTRACT APPROVED 11/2/98; ADJUSTMENTS EFFECTIVE 12/2/98

TASKMATE CONVERSION COMPLETED 1/17/99. ADJUSTMENTS BETWEEN 12/2/98 AND
BE COMPLETED FOR THE BILLING NUMBERS SHOWN BELOW.ANNUAL REVENUE BASE: \$2,250,000; DISCOUNT ELIGIBLE BILLING: \$1,805,000, DISCOUNT
ELIGIBLE SERVICES: 7%ACCOUNT CODE: CD2; PHRASE CODE 050. PHRASE: "FOR ADJUSTMENTS PRIOR TO CO
TO V&T AGREEMENT"

BILL DAY	EARNING NO	EFFECTIVE	GEO	MONTHLY BILL	BILLING NAME
1/14	4236884722205	12/2/98	TKN	\$51.00	[REDACTED]
1/17	4236902803320	12/2/98	TKN	\$50.00	[REDACTED]
1/11	4236917169034	12/2/98	TKN	\$50.00	[REDACTED]
1/20	4236932853147	12/2/98	TKN	\$327.00	[REDACTED]
1/22	423M897383331	12/2/98	TKN	\$40.00	[REDACTED]
1/23	601M101311311	12/2/98	TMP	\$45.00	[REDACTED]
2/8	9015476500321	12/2/98	TMP	\$3,090.00	[REDACTED]
1/14	9016856989079	12/2/98	TMP	\$32.00	[REDACTED]
1/14	9016859244195	12/2/98	TMP	\$155.00	[REDACTED]
8/29	9017431823001	12/2/98	TMP	\$40.00	[REDACTED]
1/29	9017434826114	12/2/98	TMP	\$51.00	[REDACTED]
8/29	9017438908153	12/2/98	TMP	\$125.00	[REDACTED]
9/19	9017448942942	12/2/98	TMP	\$38.00	[REDACTED]
1/7	9017537363363	12/2/98	TMP	\$106.00	[REDACTED]
1/28	9017620346528	12/2/98	TMP	\$95.00	[REDACTED]
2/8	9017654100934	12/2/98	TMP	\$1,474.00	[REDACTED]
2/4	9017676081221	12/2/98	TMP	\$91.00	[REDACTED]
2/4	9017678873432	12/2/98	TMP	\$75.00	[REDACTED]
2/8	9017940261316	12/2/98	TMP	\$96.00	[REDACTED]
7/17	9017945889653	12/2/98	TMP	-\$66.00	[REDACTED]
2/8	9017978122231	12/2/98	TMP	\$45.00	[REDACTED]
9/23	901M141872872	12/2/98	TMP	\$295.00	[REDACTED]
1/23	901M142168168	12/2/98	TMP	\$20,367.00	[REDACTED]
2/8	901M146691235	12/2/98	TMP	\$425.00	[REDACTED]
1/23	901M147785785	12/2/98	TMP	\$341.00	[REDACTED]
10/23	901M149164164	12/2/98	TMP	\$581.00	[REDACTED]
1/1	901M205773900	12/2/98	TMP	\$72.00	[REDACTED]
1/5	6152554301383	12/2/98	TNA	\$53.00	[REDACTED]
1/25	6152627236090	12/2/98	TNA	\$51.00	[REDACTED]
1/7	6153339944132	12/2/98	TNA	\$769.00	[REDACTED]
1/19	6153665942942	12/2/98	TNA	\$53.00	[REDACTED]
1/29	6153913023197	12/2/98	TNA	\$608.00	[REDACTED]
2/4	6154522313150	12/2/98	TNA	\$749.00	[REDACTED]
1/26	6158710022144	12/2/98	TNA	\$7,070.00	[REDACTED]
1/26	6158710968243	12/2/98	TNA	\$95.00	[REDACTED]
1/26	6158714162403	12/2/98	TNA	\$95.00	[REDACTED]
1/26	6158719267837	12/2/98	TNA	\$155.00	[REDACTED]

9156 ADJUSTMENTS FOR TENNESSEE

2/1 6158830064400	12/2/98 TNA	\$1,503.00
2/1 6158831782030	12/2/98 TNA	\$117.00
2/1 6158836778778	12/2/98 TNA	\$51.00
8/15 6158838696351	12/2/98 TNA	\$101.00
1/11 6158843042266	12/2/98 TNA	\$51.00
7/23 6158851188915	12/2/98 TNA	-\$35.00
1/23 6158852589405	12/2/98 TNA	\$95.00
1/23 6158853092404	12/2/98 TNA	\$95.00
1/23 6158858374374	12/2/98 TNA	\$51.00
2/4 6158897875150	12/2/98 TNA	\$39.00
1/23 6158957964010	12/2/98 TNA	\$62.00
2/1 615M133921021	12/2/98 TNA	\$35,891.00
1/22 615M266467142	12/2/98 TNA	\$26.00
1/22 615M267062062	12/2/98 TNA	\$212.00
11/10 615M290562407	12/2/98 TNA	\$50.00
2/1 615Z261064152	12/2/98 TNA	\$31.00
2/1 615Z262234120	12/2/98 TNA	\$30.00
2/1 615Z266824034	12/2/98 TNA	\$30.00
2/1 615Z269626251	12/2/98 TNA	\$42.00

D 1/17/99 MUST

T LEVEL ON DISCOUNT

MPLETION OF AUTOMATED CONVERSION

BTN

SITE TRADE

4236884722205

4236902803320

4236917169034

4236932853147

601M101311311

9016856989079

9016859244195

9017434826114

9017438908153

9017448942942

9017537363363

REDACTED

901M142168168

9017676081221

9017678873432

901M141872872

901M142168168

901M147785785

901M149164164

901M205773900

6152554301383

6152627236090

6153339944132

6153665942942

6153913023197

6158598871150

6158710022144

6158710968243

6158714162403

6158719267837

000013

9156 ADJUSTMENTS FOR TENNESSEE

6158830064400

6158836778778

6158851188915
6158852589405
6158853092404
6158858374374
6158897875150
6158957964010
615M133921021
615M266467142
615M267062062
615M290562407

REDACTED

615Z262234120
615Z266824034
615Z269626251

EARNING NO	ITECODE	CLAC CD	SITE DUNS	GEO	MONTHLY BILL	BILLING NAME	BTN	CUST NAME	SITE T. NO.
901M021185185	16380000000	9017654100934056852957	901		\$246.00				
2565360645406	16380000000	2055360645406616925665	AHT		\$224.00				2565360645406
2565391293200	16380000000	2055360645406616925665	AHT		\$42.00				2565391293200
334M900779779	16380000000	334090077979048701064	AOP		\$1,214.00				334M900779779
3054424973142	16380000000	3054424973142071451462	FMI		\$312.00				4043150469959
4043150469959	16380000000	4043150469959005618780	GAH		\$62.00				
4043154330551	16380000000	4043259798628005618780	GAH		\$56.00				
4043157189551	16380000000	4045495574025005618780	GAH		\$1,129.00				4043157189551
4042120323002	16380000000	4042120323002195333745	GAT		\$67.00				4042120323002
4042128072356	16380000000	4042128131449195333745	GAT		\$57.00				4042128072356
4042128131449	16380000000	4042120323002195333745	GAT		\$65.00				4042128131449
4042128263027	16380000000	4042378022159195333745	GAT		\$98.00				4042128263027
4042411694305	16380000000	4042433014300195333745	GAT		\$118.00				4042411694305
4042440885727	16380000000	4042441111027195333745	GAT		\$59.00				4042440885727
404244111027	16380000000	4042840757409195333745	GAT		\$1,983.00				404244111027
4043050414959	16380000000	4043052240427928200666	GAT		\$62.00				4043050414959
4043052240427	16380000000	4043259798628200666	GAT		\$2,384.00				4043052240427
4047621167552	16380000000	404699342340169899846	GAT		\$59.00				4047621167552
4047621212708	16380000000	4047626011011169899846	GAT		\$2,045.00				4047621212708
4047629189617	16380000000	404893906095169899846	GAT		\$86.00				4047629189617
4047629189617	16380000000	404699342340169899846	GAT		\$286.00				4047629189617
4047663029317	16380000000	404766011011169899846	GAT		\$59.00				4047663029317
4047664188316	16380000000	404766317240169899846	GAT		\$59.00				4047664188316
4047676923017	16380000000	4048433080733169899846	GAT		\$59.00				4047676923017
404M723218218	16380000000	4046338694350005618780	GAT		\$319.00				404M723218218
404M725456821	16380000000	4044745377102048701064	GAT		\$45,793.00				404M725456821
7704838256334	16380000000	404487377102048701064	GAT		\$60.00				7704838256334
7704919754425	16380000000	4041208385474048701064	GAT		\$285.00				7704919754425
7704960796332	16380000000	4049699342340048701064	GAT		\$59.00				7704960796332
770M896414522	16380000000	4044983939233048701064	GAT		\$3,876.00				770M896414522
912U502698321	16380000000	4040893906095078226081	GAT		\$598.00				912U502698321
502M724188188	16380000000	9120504812704048701064	GSV		\$17,918.00				502M724188188
606M214660098	16380000000	5028423867100078226081	KBG		\$505.00				606M214660098
5024231147007	16380000000	5023386661033078226081	KFK		\$7.00				5024231147007
5024260802331	16380000000	5024234800300021732409	KLV		\$51.00				5024260802331
5024564642464	16380000000	5024250065129021732409	KLV		\$107.00				5024564642464
502M264186067	16380000000	5024566366636	KLV		\$1,046.00				502M264186067
502M516503166	16380000000	5020504660282021732409	KLV		\$41,854.00				502M516503166
502M657861861	16380000000	5024234800300602124711	KLV		\$50.00				502M657861861
6062375680176	16380000000	5020724188188021732409	KLV		-\$6,534.00				6062375680176
6064325114275	16380000000	5027820755258056852957	KWC		\$1,452.00				6064325114275
6064325608340	16380000000	606248053941078247163	KWC		\$483.00				6064325608340
6064374114398	16380000000	6064320561195163523640	KWC		\$54.00				6064374114398
6065735306035	16380000000	6064320561195163523640	KWC		\$368.00				6065735306035
		6064374114398	KWC		\$72.00				
		6065735306035	KWC		\$43.00				

CUST NAME SITE TRADE

MONTHLY BILL BILLING NAME

EARNING NO	TIECODE	CLAC CD	SITE DUNS	GEO	MONTHLY BILL	BILLING NAME
6065735333291	16380000000	6065734382234	166838821	KWC	\$169.00	
6067456958010	16380000000	606789761104700699528		KWC	\$69.00	
6067897262260	16380000000	6067897611047965555907		KWC	\$60.00	
6067897611047	16380000000	6062483410886782447148		KWC	\$287.00	
3184420281952	16380000000	3184421851717845190339		LAX	\$78.00	
3184420512700	16380000000	3184421851717845190339		LAX	\$85.00	
3184421851717	16380000000	3184421851717843679903		LAX	\$204.00	
3184332629838	16380000000	318436368515205363335		LLC	\$38.00	
3184339417940	16380000000	3184363685152		LLC	\$19.00	
3184363685152	16380000000	318436717330505363335		LLC	\$362.00	
3184743591098	16380000000	3184784051947782449763		LLC	\$446.00	
3184776887051	16380000000	3184784051947164528085		LLC	\$38.00	
3184784051947	16380000000	3185279891210164528085		LLC	\$212.00	
3185279891210	16380000000	3186882010012164530040		LLC	\$553.00	
318M334291291	16380000000	3182216433144		LLF	\$132.00	
3182216433144	16380000000	3186882010012164547507		LSH	\$348.00	
3186865632246	16380000000	3186882010012164550485		LSH	\$38.00	
318686951227	16380000000	3186882010012782448500		LSH	\$34.00	
3186882010012	16380000000	3186882339401782448500		LSH	\$435.00	
3186882339401	16380000000	3186882010012164550485		LSH	\$207.00	
3187423509915	16380000000	3187471058035164549040		LSH	\$156.00	
3187471058035	16380000000	3187471058035164549040		LSH	\$294.00	
3187474211102	16380000000	3187471058035782448567		LSH	\$278.00	
3187476318346	16380000000	3187959944211164549040		LSH	\$38.00	
3187959944211	16380000000	3187982462246038173175		LSH	\$598.00	
6019390190361	16380000000	6010314130130364102814		MJK	\$157.00	
601M314130130	16380000000	6014468974121		MJK	\$11,638.00	
6015630468195	16380000000	6015638617405106294234		MTU	\$38.00	
6015638617405	16380000000	6018445206020106294234		MTU	\$317.00	
601M699067244	16380000000	6015638617405		MTU	\$40.00	
601M699075075	16380000000	6015638617405		MTU	\$40.00	
601M699076076	16380000000	7040124625922		MTU	\$40.00	
3362821070010	16380000000	9192823300011124799297		NGB	\$554.00	
3362822316024	16380000000	9192823300011124799297		NGB	\$23.00	
3368521898252	16380000000	9198526022146119079788		NGB	\$641.00	
3368521910022	16380000000	9192822205901096167408		NGB	\$84.00	
3368540022602	16380000000	9198526022146124798992		NGB	\$729.00	
3368558408424	16380000000	9108540022602124798992		NGB	\$118.00	
9192509487510	16380000000	9192509487510969006584		NRL	\$828.00	
9193801422500	16380000000	919380878772395840288		NRL	\$757.00	
9193809955638	16380000000	9194679736305119079788		NRL	\$676.00	
9194672764205	16380000000	9194679736305105879902		NRL	\$43.00	
9194678853300	16380000000	9194679736305105879902		NRL	\$479.00	
9194693880332	16380000000	9194679736305105879902		NRL	\$45.00	
9194694788149	16380000000	9196618400536119079788		NRL	\$17.00	

REDACTED

REDACTED

EARNING NO TIECODE CLAC CD SITE DUNS GEO MONTHLY BILL BILLING NAME CUST NAME SITE TRADE

9196618400536	16380000000	9198722818531	171930217	NRL	\$555.00	9196618400536	REDACTED
9197900466530	16380000000	919829573725626449334	NRL	\$42.00	\$42.00	9197900466530	REDACTED
9198322110108	16380000000	9198322110108969006568	NRL	\$917.00	\$917.00	9198322110108	REDACTED
9198322775108	16380000000	9198475012520969006568	NRL	\$245.00	\$245.00	9198322775108	REDACTED
9198475012520	16380000000	9198475012520849630744	NRL	\$693.00	\$693.00	9198475012520	REDACTED
9198482232641	16380000000	9198722818531626446892	NRL	\$774.00	\$774.00	9198482232641	REDACTED
9198706028932	16380000000	91987077362232626446892	NRL	\$577.00	\$577.00	9198706028932	REDACTED
9198707736223	16380000000	9198722818531626446892	NRL	\$85.00	\$85.00	9198707736223	REDACTED
9198722818531	16380000000	9198722818531626449334	NRL	\$550.00	\$550.00	9198722818531	REDACTED
9198728443903	16380000000	9194679736305626449334	NRL	\$43.00	\$43.00	9198728443903	REDACTED
919M431436635	16380000000	9197228680917119079788	NRL	\$28.00	\$28.00	919M431436635	REDACTED
3367230499566	16380000000	9197232304020167443175	NWS	\$41.00	\$41.00	3367230499566	REDACTED
3367239149445	16380000000	9197232304020167443175	NWS	\$41.00	\$41.00	3367239149445	REDACTED
3367447460653	16380000000	919765099802782447346	NWS	\$573.00	\$573.00	3367447460653	REDACTED
3367604024937	16380000000	9197604024937614730638	NWS	\$85.00	\$85.00	3367604024937	REDACTED
3367604380546	16380000000	9197604024937614730638	NWS	\$252.00	\$252.00	3367604380546	REDACTED
3367604484944	16380000000	919765099802614730638	NWS	\$156.00	\$156.00	3367604484944	REDACTED
3367740311337	16380000000	9107771075808969006576	NWS	\$483.00	\$483.00	3367740311337	REDACTED
3367771075808	16380000000	9197228680917002781412	NWS	\$574.00	\$574.00	3367771075808	REDACTED
803M034312312	16380000000	8036484507988048701064	SCO	\$4,992.00	\$4,992.00	803M034312312	REDACTED
8642262680310	16380000000	8030503368974039135959	SGR	\$62.00	\$62.00	8642262680310	REDACTED
4236884722205	16380000000	6156902803320782448435	TKN	\$51.00	\$51.00	4236884722205	REDACTED
4236902803320	16380000000	6156931611611782448401	TKN	\$50.00	\$50.00	4236902803320	REDACTED
4236917169034	16380000000	6156931611611969851252	TKN	\$50.00	\$50.00	4236917169034	REDACTED
4236932853147	16380000000	4236936932932969851252	TKN	\$327.00	\$327.00	4236932853147	REDACTED
423M897383331	16380000000	6150571400400	TKN	\$40.00	\$40.00	423M897383331	REDACTED
601M101311311	16380000000	9012727881225056852957	TMP	\$45.00	\$45.00	601M101311311	REDACTED
9015476500321	16380000000	901565053027056852957	TMP	\$3,090.00	\$3,090.00	9015476500321	REDACTED
9016856989079	16380000000	9017654100934877549451	TMP	\$32.00	\$32.00	9016856989079	REDACTED
9016859244195	16380000000	9012727881225056852957	TMP	\$155.00	\$155.00	9016859244195	REDACTED
9017431823001	16380000000	9017449200400150027357	TMP	\$40.00	\$40.00	9017431823001	REDACTED
9017434826114	16380000000	9017449200400150027357	TMP	\$51.00	\$51.00	9017434826114	REDACTED
9017438908153	16380000000	9017449200400150027357	TMP	\$125.00	\$125.00	9017438908153	REDACTED
9017448942942	16380000000	9017449200400150027357	TMP	\$38.00	\$38.00	9017448942942	REDACTED
9017537363363	16380000000	9017540354115056852957	TMP	\$106.00	\$106.00	9017537363363	REDACTED
9017620346528	16380000000	9017631556355056852957	TMP	\$95.00	\$95.00	9017620346528	REDACTED
9017654100934	16380000000	9017654100934056852957	TMP	\$1,474.00	\$1,474.00	9017654100934	REDACTED
9017676081221	16380000000	9017654100934056852957	TMP	\$91.00	\$91.00	9017676081221	REDACTED
9017678873432	16380000000	9019473417950056852957	TMP	\$75.00	\$75.00	9017678873432	REDACTED
9017940261316	16380000000	9017940261316056852957	TMP	\$96.00	\$96.00	9017940261316	REDACTED
9017945889653	16380000000	9013651490115	TMP	\$66.00	\$66.00	9017945889653	REDACTED
9017978122231	16380000000	9018531330130	TMP	\$45.00	\$45.00	9017978122231	REDACTED
901M141872872	16380000000	9010142168168877549451	TMP	\$295.00	\$295.00	901M141872872	REDACTED
901M142168168	16380000000	9010142952952056852957	TMP	\$20,367.00	\$20,367.00	901M142168168	REDACTED
901M146691235	16380000000	9010147245245	TMP	\$425.00	\$425.00	901M146691235	REDACTED
901M147785785	16380000000	9017654100934877549451	TMP	\$341.00	\$341.00	901M147785785	REDACTED

CUST NAME SITE TRADE

BIN

901M149164164
901M205773900
615254301383
6152627236090
6153339944132
6153665942942
6153913023197
6158598871150
6158710022144
6158710968243
6158714162403
6158719267837
6158830064400
6158836778778

REDACTED

MONTHLY BILL BILLING NAME

\$581.00
\$72.00
\$53.00
\$51.00
\$769.00
\$53.00
\$608.00
\$749.00
\$7,070.00
\$95.00
\$95.00
\$155.00
\$1,503.00
\$117.00
\$51.00
\$101.00
\$51.00
-\$35.00
\$95.00
\$95.00
\$51.00
\$39.00
\$62.00
\$35,891.00
\$26.00
\$212.00
\$50.00
\$31.00
\$30.00
\$30.00
\$42.00

REDACTED

EARNING NO TIECODE CLAC CD SITE DUNS GEO
901M149164164 16380000000 9017654100934877549451 TMP
901M205773900 16380000000 6152262110115877549451 TMP
615254301383 16380000000 6152566068005883866576 TNA
6152627236090 16380000000 6152690544444171591811 TNA
6153339944132 16380000000 615353020208969182583 TNA
6153665942942 16380000000 6153672194245806464350 TNA
6153913023197 16380000000 615450842842962067831 TNA
6154522313150 16380000000 6154550842842 TNA
6158710022144 16380000000 6158857127245078226081 TNA
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6158714162403 16380000000 6158857127245078226081 TNA
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6158830064400 16380000000 6158830121020078226081 TNA
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6158836778778 16380000000 6158838696351078226081 TNA
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6158851188915 16380000000 6158857127245078226081 TNA
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6158853092404 16380000000 6158857127245078226081 TNA
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6158897875150 16380000000 6158909873043617377841 TNA
6158957964010 16380000000 6159206663290038112256 TNA
615M133921021 16380000000 6154597158853078226081 TNA
615M266467142 16380000000 6158857127245617377841 TNA
615M267062062 16380000000 6158857127245078226081 TNA
615M290562407 16380000000 6158857127245078226081 TNA
615Z261064152 16380000000 6153675400125617377841 TNA
615Z262234120 16380000000 6158857127245078226081 TNA
615Z266824034 16380000000 6158857127245078226081 TNA
615Z269626251 16380000000 6153598399011078226081 TNA

TOTAL MONTHLY

\$229,752.00

Tracey Albright 01/18/99 04:39 PM
(Embedded image moved to file: pic28609.pcx)

To: Joe James@BCI
cc:
Subject: RESEND - [REDACTED] - Loaded in CBR for Discounts

As information concerning the status of the Special Assembly approvals that must be made in all of the states for the MSA/V&T to become effective for each state.

Tennessee is not approved at present.

----- Forwarded by Tracey Albright on 01/18/99 04:41 PM

Kay Atkins
01/17/99 05:35 PM

To: Tracey Albright@BCI
cc: Suzanne Davis@BCI, Douglas Heintz@BCI, Bill Gassman@BCI, Carrie Butler@BCI, Gayle Propes@BCI, Johnnie Simmons@BCI, Nancy Underwood@BCI, Dave Donegan@BCI, Julie Conner@BCI, Lynne Fraas@BCI, Charlotte Hall@BCI
Subject: RESEND - [REDACTED] - Loaded in CBR for Discounts

Tracey,

I am resending to let you know, we are still missing Rate Authorizations in TN. Due to the PSC situation in Tennessee, we can file but we have no idea when the PSC may approve. Once they do approve then we can set up the TN discounts.

If you have any questions or need additional information let me know 404-471-0314 on the net 818-0314.

Thanks,
Kay

Tracey,

This memo is let you know, this customer has been set up in CBRM (Customer Billing Relationship Manager-Quantum) (System that does the MSA discounting) effective today January 14, 1999.

According to our discussions previously, the contract start date is November 1, 1998. Therefore a manual adjustment will have to be prepared from today back to November 1, 1998 to give the customer the discount due based on our current guidelines. We have no ability in CBRM to back date and apply credits. The other option would be to wait for True-Up and apply the discount at that time.

The customer should see his discounts on his next bill depending on whatever his billing period is for the account (billing number). However at least 30 days of revenue must be collected before any discounts can be applied.

If you have any questions, please contact me at (404) 471-0314 or on the net 818-0314.

000019

Thanks,
Kay

000020

TEXT

Dated: 7/16/99 at 16:29

Subject: [REDACTED]

Size: 3938 bytes

Creator: bernice!christian /Internet (bernice_christian@bbs.bls.com)

Paul, here are the emails I have with any reference to the Tennessee V&T. I took over this account in mid April. I have basically had only a couple items of conversation regarding the Tennessee V&T. The following Emails are regarding the amendment for termination liability.

Please advise if you need anything else.

Thanks

----- Forwarded by Bernice Christian on 07/16/99 05:07 PM

Douglas Heintz
04/21/99 10:57 AM

To: Tracey Albright@BCI, Bernice Christian@BCI
cc:
Subject: New Termination Liability Language - [REDACTED] V&T

Attached is the Amendment to [REDACTED] V&T Agreement that contains the new standard termination liability language that BellSouth and the Tennessee Regulatory Authority agreed to use in all V&T Agreements. This new language is more favorable to [REDACTED] than the existing Termination Liability language.

The TRA would like to know by noon on April 22nd if [REDACTED] has been covered on the new language and if the Amendment has been signed. We would therefore like to have the Amendment signed by close of business on Wednesday, April 21st, if possible.

Please call if you have questions.

Thanks,
Doug

(See attached file: AMENDMENT [REDACTED].doc)

----- Forwarded by Bernice Christian on 07/16/99 05:07 PM

Bernice Christian
04/21/99 02:05 PM

To: [REDACTED]
cc: [REDACTED]
Subject: URGENT MESSAGE

Attached is the new amendment to [REDACTED] Master Service Agreement (MSA) for Tennessee. The Tennessee Regulatory Authority has given us a short window of time to get this to you. We need to review it with you at your earliest convenience. They are requesting the signed document by close of business today...4/21/99. Realistic, maybe not.

By noon tomorrow, 4/22/99 we have been requested to report back that you have seen the admendment. At that point we can say that "it is in the process of being reviewed" by [REDACTED]

(See attached file: AMENDMENT [REDACTED].doc)

----- Forwarded by Bernice Christian on 07/16/99 05:07 PM

Douglas Heintz
04/21/99 05:28 PM

000021

To: Bernice Christian@BCI, Tracey Albright@BCI
CC:
Subject: [REDACTED] V&T Amendment

Attached is a revised copy of the Amendment to [REDACTED] V&T Agreement that I faxed to [REDACTED] this afternoon.
Thanks,
Doug

(See attached file: AMENDMENT [REDACTED])
----- Forwarded by Bernice Christian on 07/16/99 05:07 PM

[REDACTED] on 04/22/99 12:09:29 PM

To: Bernice Christian
cc:
Subject: Re:URGENT MESSAGE

Bernice, if you could just clarify that we will not have to go back for approval to each of the other States' regulatory commissions once this is approved as per the request of Tennessee. Thanks, I received both of your voice mail messages. I will ask our lawyer to review the paragraphs as quickly as possible. Thanks, [REDACTED]

Reply Separator
Subject: URGENT MESSAGE
Author: Bernice Christian@bbs.bellsouth.com
Date: 4/21/99 2:05 PM

Attached is the new amendment to [REDACTED] Master Service Agreement (MSA) for Tennessee.
The Tennessee Regulatory Authority has given us a short window of time to get this to you.
We need to review it with you at your earliest convenience. They are requesting the signed document by close of business today...4/21/99.
Realistic, maybe not.

By noon tomorrow, 4/22/99 we have been requested to report back that you have seen the admendment. At that point we can say that "it is in the process of being reviewed" by [REDACTED]

(See attached file: AMENDMENT [REDACTED]) (See attached file: AMENDMENT [REDACTED])

(UUEncoded file named: AMENDMENT [REDACTED] follows)
(Its format is: Word 6.0 Windows/Mac)

000022

**AMENDMENT TO
VOLUME AND TERM AGREEMENT**

This Amendment amends and modifies the Volume and Term ("V&T") Agreement entered into by and between BellSouth Telecommunications, Inc. ("BST") and [REDACTED] dated October 16, 1998.

IN CONSIDERATION of the mutual premises, covenants and agreements made and continued herein, the parties hereby agree to the following:

IX. TERMINATION LIABILITY

Delete Section IX. A. and replace with the following:

If [REDACTED] desires to terminate the V&T Agreement prior to its expiration, [REDACTED] must provide BellSouth written notice of such termination 60 days prior to the effective date of termination. Termination liability will be in accordance with the following:

- A. If written notice of termination is delivered to BellSouth, BellSouth will bill [REDACTED] the following termination charges:
- (1) Discounts received for the life of the Contract or for the previous 12 months, whichever is less, and
 - (2) The prorated portion of the Contract implementation and tracking costs, calculated as follows:
$$\text{Prorated Implementation and Tracking Costs} = \$47,013.60 \times (\text{Contract Months Remaining} / \text{Total Contract Months})$$

Retain Section IX.B., as is.

Delete Section IX. C. and replace with the following:

C. [REDACTED] further acknowledges that it has options for its telecommunication services from service providers other than BellSouth and that it has chosen BellSouth to provide the services included in this Agreement. [REDACTED] therefore, agrees that if it terminates this Agreement or the services purchased pursuant to this Agreement, [REDACTED] will be responsible for the termination charges set forth in A and B above. [REDACTED] however, will not be responsible for termination charges if a certified reseller of BellSouth local service resells this Agreement to [REDACTED] and such reseller executes a written document agreeing to assume all of [REDACTED] obligations to BellSouth under this Agreement.

Except for the foregoing, the remaining terms and conditions of the Volume and Term Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below:

[REDACTED]
By: _____
Title: _____
Date: _____

BELLSOUTH TELECOMMUNICATIONS, INC.
By: _____
Title: _____
Date: _____

[REDACTED]

----- Forwarded by Bernice Christian on 07/16/99 05:07 PM -----

Bernice Christian
04/29/99 05:56 PM

To: Douglas Heintz@BCI
CC:
Subject: [REDACTED]

[REDACTED] has three (3) PRI installed in December, 1998. We need to have PRI added to the Tennessee MSA. Below is the Customer Service Record:

[REDACTED]

NUMBER	CHARGE	ITEM	
15	.00	FLT -	Additional listing, no charge
1	1.80	FNA -	Directory Listing - If No Answer
1	.00	NP3	-Listing-not in directory or directory assistance
3	1,150.00	PR71V-	Primary Rate ISDN Voice/Data Interface
1	.00	PR7CC-	Primary Rate ISDN Facility Group for Two-Way Call Type

[REDACTED]

1	.00	PR7C1-	Primary Rate ISDN Facility Group for Inward Only Call Type
69	3,716.80	PR7BV-	Primary Rate ISDN B-Channel for Use with Voice/Data Application
3	.00	PR7EX-	Primary Rate ISDN D-Channel
100	220.00	PR7TF-	Primary Rate ISDN Telephone Number(s), Flat Rated
3	400.00	LD1E-	Primary Rate ISDN Non-Distance Sensitive Mileage
72	.00	CTG -	Private Line Service, Circuit termination, no rate
1	.00	PR7RX-	Primary Rate ISDN for Voice/Data Application
3	42.00	9ZEPR-	FCC Charge for Excess Line Port for Primary Rate ISDN Interface
15	123.75	9ZR	-FCC Charge for Network Access
2	.00	RJ48X-	Jack-Network Interface Equipment

ALSO, DOUG....

[REDACTED] would like to know if we can start the process to add PRI to all the states' agreements.
Is there something you need from me to do this?

[REDACTED]

----- Forwarded by Bernice Christian on 07/16/99 05:07 PM -----

Douglas Heintz
05/04/99 11:50 AM

To: Bernice Christian@BCI
CC:
Subject: Re: [REDACTED] (Document link not converted)

Bernice,
[REDACTED] PRI in Tennessee are discount eligilble. When the fili
ng
package for Tennessee was prepared PathLink was listed as a service to
be
discounted. (As you know, PathLink and PRI are the same thing.)
You should make sure that the discount FID is included on the billing
records for these PRI services. [REDACTED] said she can provide the
billing numbers for these services if you need them.
Please call if you have questions.
Thanks,
Doug

Bernice Christian
04/29/99 04:56 PM

To: Douglas Heintz@BCI
CC:
Subject: [REDACTED]

[REDACTED] has three (3) PRI installed in December, 1998. We need to have
PRI
added to the Tennessee MSA.
Below is the Customer Service Record:

[REDACTED]

NUMBER	CHARGE	ITEM
--------	--------	------



15	.00	FLT -	Additional listing, no charge
1	1.80	FNA -	Directory Listing - If No Answer
1	.00	NP3	-Listing-not in directory or directory assistance
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1	.00	PR7CC-	Primary Rate ISDN Facility Group for Two-Way Call Type
1	.00	PR7C1-	Primary Rate ISDN Facility Group for Inward Only Call Type
69	3,716.80	PR7BV-	Primary Rate ISDN B-Channel for Use with Voice/Data Application
3	.00	PR7EX-	Primary Rate ISDN D-Channel
100	220.00	PR7TF-	Primary Rate ISDN Telephone Number(s), Flat Rated
3	400.00	LD1E-	Primary Rate ISDN Non-Distance Sensitive Mileage
72	.00	CTG -	Private Line Service, Circuit termination, no rat

1 .00 PR7RX- [REDACTED] Primary Rate ISDN for Voice/Data Applica
tion

3 42.00 9ZEPR- FCC Charge for Excess Line Port for
Primary Rate ISDN Interface

15 123.75 9ZR -FCC Charge for Network Access

2 .00 RJ48X- Jack-Network Interface Equipment

ALSO, DOUG....

[REDACTED] would like to know if we can start the process to ad
d PRI

to all the states' agreements.
Is there something you need from me to do this?

(UUEncoded file named: AMENDMENT [REDACTED] follows)
(Its format is: Word 6.0 Windows/Mac)

**AMENDMENT TO
VOLUME AND TERM AGREEMENT**

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IN CONSIDERATION of the mutual premises, covenants and agreements made and continued herein, the parties hereby agree to the following:

IX. TERMINATION LIABILITY

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- A. If written notice of termination is delivered to BellSouth, BellSouth will bill [REDACTED] the following termination charges:
- (1) Discounts received for the life of the Contract or for the previous 12 months, whichever is less, and
 - (2) The prorated portion of the Contract implementation and tracking costs, calculated as follows:
$$\text{Prorated Implementation and Tracking Costs} =$$
$$\$47,013.60 \times (\text{Contract Months Remaining} / \text{Total Contract Months})$$

Retain Section IX.B., as is.

Delete Section IX. C. and replace with the following:

C. [REDACTED] further acknowledges that it has options for its telecommunication services from service providers other than BellSouth and that it has chosen BellSouth to provide the services included in this Agreement. [REDACTED] therefore, agrees that if it terminates this Agreement or the services purchased pursuant to this Agreement, [REDACTED] will be responsible for the termination charges set forth in A and B above. [REDACTED] however, will not be responsible for termination charges if a certified reseller of BellSouth local service resells this Agreement to [REDACTED] and such reseller executes a written document agreeing to assume all of [REDACTED] obligations to BellSouth under this Agreement.

Except for the foregoing, the remaining terms and conditions of the Volume and Term Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below:

By: _____

Title: _____

Date: _____

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

000029

**AMENDMENT TO
VOLUME AND TERM AGREEMENT**

This Amendment amends and modifies the Volume and Term ("V&T") Agreement entered into by and between BellSouth Telecommunications, Inc. ("BST") and [REDACTED] dated October 16, 1998.

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- (1) Discounts received for the life of the Contract or for the previous 12 months, whichever is less, and
 - (2) The prorated portion of the Contract implementation and tracking costs, calculated as follows:
Prorated Implementation and Tracking Costs =
 $\$47,013.60 \times (\text{Contract Months Remaining} / \text{Total Contract Months})$

Retain Section IX.B., as is.

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C. [REDACTED] further acknowledges that it has options for its telecommunication services from service providers other than BellSouth and that it has chosen BellSouth to provide the services included in this Agreement. [REDACTED] therefore, agrees that if it terminates this Agreement or the services purchased pursuant to this Agreement, [REDACTED] will be responsible for the termination charges set forth in A and B above. [REDACTED] however, will not be responsible for termination charges if a certified reseller of BellSouth local service resells this Agreement to [REDACTED] and such reseller executes a written document agreeing to assume all of [REDACTED]'s obligations to BellSouth under this Agreement.

Except for the foregoing, the remaining terms and conditions of the Volume and Term Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below:

[REDACTED]
By: _____
Title: _____
Date: _____

BELLSOUTH TELECOMMUNICATIONS, INC.
By: _____
Title: _____
Date: _____

000030

**AMENDMENT TO
VOLUME AND TERM AGREEMENT**

This Amendment amends and modifies the Volume and Term ("V&T") Agreement entered into by and between BellSouth Telecommunications, Inc. ("BST") and [REDACTED] dated October 16, 1998.

IN CONSIDERATION of the mutual premises, covenants and agreements made and continued herein, the parties hereby agree to the following:

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Delete Section IX. A. and replace with the following:

If [REDACTED] desires to terminate the V&T Agreement prior to its expiration, [REDACTED] must provide BellSouth written notice of such termination 60 days prior to the effective date of termination. Termination liability will be in accordance with the following:

- A. If written notice of termination is delivered to BellSouth, BellSouth will bill [REDACTED] the following termination charges:
- (1) Discounts received for the life of the Contract or for the previous 12 months, whichever is less, and
 - (2) The prorated portion of the Contract implementation and tracking costs, which consist of a variable cost that is based on the number of earning numbers and a fixed cost, calculated as follows:

Variable Cost = Number of Earning Number X \$34.61

Fixed Cost = \$6,969.83

Variable Cost + Fixed Cost = Total Implementation and Tracking Costs

Total Implementation and Tracking Costs X (Contract Months Remaining/Total Contract Months) =
Prorated Implementation and Tracking Costs

As of April 21, 1999:

[REDACTED] has 1157 Earning Numbers.

The Total Implementation and Tracking Costs = \$47,013.60

The Prorated Implementation and Tracking Costs = \$47,013.60 X (Contract Months Remaining/
Total Contract Months)

Retain Section IX.B., as is.

Delete Section IX. C. and replace with the following:

C. [REDACTED] further acknowledges that it has options for its telecommunication services from service providers other than BellSouth and that it has chosen BellSouth to provide the services included in this Agreement. [REDACTED] therefore, agrees that if it terminates this Agreement or the services purchased pursuant to this Agreement, [REDACTED] will be responsible for the termination charges set forth in A and B above. [REDACTED] however, will not be responsible for termination charges if a certified reseller of BellSouth local service resells this Agreement to [REDACTED] and such reseller executes a written document agreeing to assume all of [REDACTED] obligations to BellSouth under this Agreement.

Except for the foregoing, the remaining terms and conditions of the Volume and Term Agreement remain in full force and effect.

000031

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below:



BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Kay Atkins
11/04/98 05:16 PM

To: Wanda Page@BCI, Carrie Butler@BCI
cc: Douglas Heintz@BCI, Johnnie Simmons@BCI, Dave Donegan@BCI, Julie
Conner@BCI, Lynne Fraas@BCI, Charlotte Hall@BCI
Subject: [REDACTED] - Loaded in CBR for discounts

Wanda and Carrie,

This is to advise you this customer has been set up in CBRM (Customer Billing Relationship Manager-Quantum) (System that does the MSA discounting) for all states except MS, KY & TN, (we are awaiting PSC approval) on October 29, 1998.

When I receive Taskmate and the Rate Authorizations for Mississippi, Kentucky and Tennessee, I will set them up as well.

According to our discussions previously, the contract start date is 4/16/98. Therefore a manual adjustment will have to be prepared from 10-29-98 back to 4-16-98 in the states that we have implemented to give the customer the discount due based on our current guidelines. We have no ability in CBRM to back date and apply credits.

When Mississippi, Kentucky and Tennessee are set up this same adjustment process will need to take place on those accounts as well. If you have questions or need additional information, let me know.

The customer should see his discounts on his next bill depending on whatever his billing period is for the account (billing number). However at least 30 days of revenue must be collected before any discounts can be applied.

If you have any questions, please contact me at (404) 471-0314 or on the net 818-0314.

Thanks,
Kay

000033

Kay Atkins
11/17/98 06:39 PM

To: Wanda Page@BCI, Carrie Butler@BCI
cc: Douglas Heintz@BCI, Johnnie Simmons@BCI, Nancy Underwood@BCI, Dave
Donegan@BCI, Lynne Fraas@BCI, Charlotte Hall@BCI, Julie Conner@BCI,
Sharon Sanders@BCI, Gayle Propes@BCI
Subject: KY - [REDACTED] - Loaded in CBR for discounts

Wanda and Carrie,

This is to advise you, effective today, Tuesday, November 17, the Kentucky accounts have been set up CBRM (Customer Billing Relationship Manager-Quantum) (System that does the MSA discounting). We are still waiting on MS, & TN, (we are awaiting PSC approval).

When I receive Taskmate and the Rate Authorizations for Mississippi and Tennessee, I will set them up as well.

According to our discussions previously, the contract start date is 4/16/98. Therefore a manual adjustment will have to be prepared from 11-17-98 back to 4-16-98 in the state of Kentucky to give the customer the discount due based on our current guidelines. We have no ability in CBRM to back date and apply credits.

When Mississippi and Tennessee are set up this same adjustment process will need to take place on those accounts as well. If you have questions or need additional information, let me know.

The customer should see his discounts on his next bill depending on whatever his billing period is for the account (billing number). However at least 30 days of revenue must be collected before any discounts can be applied.

If you have any questions, please contact me at (404) 471-0314 or on the net 818-0314.

Thanks,
Kay

000034

Kay Atkins
11/19/98 08:39 AM

To: Wanda Page@BCI, Carrie Butler@BCI
cc: Douglas Heintz@BCI, Johnnie Simmons@BCI, Nancy Underwood@BCI, Dave
Donegan@BCI, Lynne Fraas@BCI, Charlotte Hall@BCI, Julie Conner@BCI,
Sharon Sanders@BCI, Gayle Propes@BCI
Subject: MS - [REDACTED] - Loaded in CBR for discounts

Wanda and Carrie,

This is to advise you, effective today, Thursday, November 19, the Mississippi accounts have been set up CBRM (Customer Billing Relationship Manager-Quantum) (System that does the MSA discounting). We are still waiting on TN, (we are awaiting PSC approval).

When I receive the Rate Authorization for Tennessee, I will set up those accounts as well.

The customer should see his discounts on his next bill depending on whatever his billing period is for the account (billing number). However at least 30 days of revenue must be collected before any discounts can be applied.

According to our discussions previously, the contract start date is 4/16/98. Therefore a manual adjustment will have to be prepared from 11-19-98 back to 4-16-98 in the state of Mississippi to give the customer the discount due based on our current guidelines. We have no ability in CBRM to back date and apply credits.

When Tennessee is set up this same adjustment process will need to take place on those accounts as well. If you have questions or need additional information, let me know.

I have received a copy of the 6181 (request for refund) for AL, FL, & LA. The Comptrollers group, Cassandra Cunningham at 205-321-3930 can advise you when the customer should receive the check. Are you going to be making the same type of adjustments for the other states? If so, I have not received any of those forms.

If you have any questions, please contact me at (404) 471-0314 or on the net 818-0314.

Thanks,
Kay

000035

Wanda Page
04/02/99 12:41 PM

To: Kay Atkins@BCI
cc: Timothy Norwood@BCI, Sonya Van Cleave@BCI
Subject: [REDACTED] MSA V&T True up

I have reviewed both report 81 and 82. Please make the following corrections:

1. Report 81

There are 5 billing numbers in question for Jan.99.
DELETE from CW the 3 MCI numbers
ADD the 2 [REDACTED] numbers to CBR
919-954-0987 438
704-364-0002 440

2. Report 82

There are 4 account numbers in question for Jan. 99
Add all 4 to CW
All 4 are included in CBR correctly

After these changes have been made, please run true up reports again for me to present to the customer for Year 1. Cindy Wallace , VP Telecom has agreed for us to roll year 2 forward under the [REDACTED] MSA V&T contract. I will get a decision from [REDACTED] as to distribution of \$25K after we run new true up reports.

Thanks
Wanda

000036

[REDACTED] on 06/30/99 11:42:18 AM

To: Wanda Page

cc:

Subject: RE: [REDACTED]

This is an agreeable solution. Please proceed.

-----Original Message-----

From: Wanda_Page@bbs.bellsouth.com [mailto:Wanda_Page@bbs.bellsouth.com]

Sent: Thursday, June 24, 1999 4:17 PM

[REDACTED] Julie_Conner@bbs.bellsouth.com

Subject: Re: [REDACTED]

Based on the "Terms and conditions summary" printed May 18, the MSA/V&T monthly rewards have been split equally between two bill numbers ([REDACTED]). Please distribute the True-Up rewards in the same manner. This will be reflected as a credit on the OC&C statement.

True -up Year 1 \$42,293.36

True-Up Year 2 3,277.60 (Rewards due for March 1998 -1 month prior to [REDACTED] MSA effective date)

Total \$45,570.96 due [REDACTED]

Proposed Distribution:

[REDACTED] \$22,785.48

[REDACTED] \$22,785.48

[REDACTED] please confirm that this is an acceptable distribution plan.

Thanks

Wanda

000037

Wanda Page
07/09/99 01:07 PM

To: Kay Atkins@BCI
cc:
Subject: MSA V&T issues

Did we add to CBRB all of the accounts that belong to [REDACTED] which are not billed to [REDACTED] as in item 2? The customer has questioned two account that do not have discounts on the most current bill [REDACTED] and [REDACTED]

----- Forwarded by Wanda Page on 07/09/99 12:03 PM

Wanda Page
05/17/99 04:03 PM

To: Kay Atkins@BCI
cc:
Subject: MSA V&T issues

Here are the issues that we need to resolve.

1. [REDACTED]
 - 1998 True-up completed?
 - Roll Y2 of the contract into the master [REDACTED]
 - effective date?
 - discount rate?
 - flow to earning numbers?
 - CLUB?
2. [REDACTED]
 - Billing name other than [REDACTED]
 - [REDACTED]
 - All states approved except Tennessee
 - how do we perform a true-up
 - Need list of all EN that received/earned discounts

000038

Wanda Page
04/09/99 01:19 PM

To: Kay Atkins@BCI
cc:
Subject: [REDACTED] MSA V&T

I met with [REDACTED] on Wednesday re MSA V&T issues. Here are some questions I need help in explaining:

1. Why does the "effective discount rate" change for [REDACTED] 4.25% in 1997 vs 3.41% in 1998
2. [REDACTED] is OK with rolling [REDACTED] into their contract, but how do we handle the 2 month between the beginning of year 2 contract for [REDACTED] and the beginning of the [REDACTED] MSA? [REDACTED] contract is March-Feb. and [REDACTED] is April-March
3. What discount will [REDACTED] receive for the 2 months before the [REDACTED] contract was signed in 1998
4. Let's make sure that the \$25K was not refunded in 1998. I was due to the customer after year 1 in Feb. 1998. The "true up form" reflects that true up performed on 11/19/98. Hopefully, we just owe [REDACTED] for the 1999 true up.

000039

Wanda Page
05/10/99 11:17 AM

To: Kay Atkins@BCI
cc:
Subject: Billing Information

Please call me re: [REDACTED] MSA V&T. What was the outcome for
[REDACTED] in Fla?

----- Forwarded by Wanda Page on 05/10/99 10:15 AM

Wanda Page
04/26/99 02:52 PM

To: Kay Atkins@BCI
cc:
Subject: Billing Information

I will be out of the office Tuesday and Wed. of this week. I would like to
respond to [REDACTED] on Thursday or Friday. Please leave me a V mail if you need
any add'l info .

----- Forwarded by Wanda Page on 04/26/99 01:49 PM

Wanda Page
04/16/99 12:31 PM

To: Kay Atkins@BCI
cc:
Subject: Billing Information

Kay, please address the highlighted second paragraft of the attached
E-maill from [REDACTED]. Please explain the rollup of discounts to me so that I
may explain to [REDACTED]. Initially we requested that all discounts flow to the
appropriate bill number with the thought that remote banks would get their
appropriate discounts. As we convert/consolidate to CLUB bills for all
remote banks and to Regional Bills per state, [REDACTED] still wants individual
billing numbers to reflect the appropriate discounts. This is necessary
for [REDACTED] to chargeback from the CLUB summary page, and they do not want to
have to calculate a MSA discount for each bank billing number and balance
back to the discount reported on the CLUB.

Also, [REDACTED] wants the capability of tracking discounts on a per bank basis
and to report to the remote banks the savings generated via the MSA
agreement. Will one of the CW reports provide this information by bill
number/discount applied?

----- Forwarded by Wanda Page on 04/16/99 11:20 AM

[REDACTED] on 04/15/99 04:53:09 PM

To: Wanda Page
cc:
Subject: Billing Information

000040

Wanda,

Attached is the list of numbers that I have identified as [REDACTED]
Branches that are not identified as [REDACTED] Please change the
name,
add to the MSA, and consolidate to [REDACTED] for Tennessee and
[REDACTED] for Mississippi, on Regional bill number [REDACTED] I will
forward additional numbers as they are identified.

<<NON_UP.xls>>

Additionally, I discovered that on the club bills we are receiving MSA
credits, however, they are being applied to the club vs. the individual
earning number as requested. Please check on this and get back to me.

Thank you,

[REDACTED]
[REDACTED]
[REDACTED]

(UUEncoded file named: NON_UP.xls follows)
(Its format is: Excel 2.x Chart)

000041

NON-UP ACCUNTS AS OF 4/13/99

<u>ACCOUNT #</u>	<u>BILLING NAME</u>	<u>CITY/STATE</u>
REDACTED		Shelbyville, TN
		Shelbyville, TN
		Lexington, TN
		McMinneville, Tn
		Sheffield, AL
		Jackson, TN
		Nashville, TN
		Somerville, TN
		McMinneville, Tn
		Shelbyville, TN
		Shelbyville, TN
		Shelbyville, TN
		Shelbyville, TN
		Shelbyville, TN
		Shelbyville, TN
		Southaven, MS
		Lexington, TN
		Lexington, TN
		Lexington, TN
		Lexington, TN
		Shelbyville, TN
		Southaven, MS

----- Forwarded by Wanda Page on 07/16/99 03:30 PM

Wanda Page
06/30/99 11:30 AM

To: Sonya Van Cleave@BCI
cc:
Subject: Master Svcs Agreement/Volume & Term (MSA/V&T) Update

----- Forwarded by Wanda Page on 06/30/99 10:30 AM

Kenneth Lewis
05/27/99 08:03 AM

To: Michael Bosworth@BCI, Jim Corder@BCI, Charlie Dennis@BCI, April Oatts@BCI, Mary Delk@BCI, Scott Law@BCI, Linda H Wilson@BCI, Suzanne Edwards@BCI, Ellen Baker@BCI, Sonya Van Cleave@BCI, Cathy Hurdle@BCI, Donna Sittig@BCI, Theo Weary@BCI, Wanda Page@BCI, Alan Hooper@BCI, Susan West@BCI, Timothy Norwood@BCI, Mary Williams@BCI, Bobby Brasfield@BCI, Betsy Pipkin@BCI, Tim Smith@BCI, Stacey Fowler@BCI, JR Milligan@BCI, Rebecca Treace@BCI, Gregory Frazier@BCI, James House@BCI, Sylvia Johnson@BCI, Michael Birchler@BCI, Thomas Felts@BCI, Pamela Helton@BCI, Terry Stevens@BCI, Barbara Rawles@BCI, Linda Prindle@BCI, Paul Alsup@BCI, Evelyn D Tyler@BCI, John Dockery@BCI, David Poindexter@BCI, Ellen Baker@BCI, Joe Butler@BCI, Pat Mello@BCI, Charles Boyd@BCI, Joyce Heichelbech@BCI, Jeff Stovall@BCI, Louis Morris@BCI, Matt Mayo@BCI, David Robertson@BCI, Wendy Munnell@BCI, Scott Law@BCI

cc:
Subject: Master Svcs Agreement/Volume & Term (MSA/V&T) Update

Please be familiar with this information and handle as requested.
ken

----- Forwarded by Kenneth Lewis on 05/27/99 07:02 AM

(Embedded image moved to file: pic13100.pcx)
Billy Hatmaker
(Embedded image moved to file: pic08474.pcx)
05/26/99 07:15 PM

To: Nancy Miller@BCI, Kenneth Lewis@BCI, Suzanne Davis@BCI, John Ross@BCI, David.E.Pendergrast@bridge.bellsouth.com, Jeff Fox@BCI, Carrie Butler@BCI

cc:
Subject: Master Svcs Agreement/Volume & Term (MSA/V&T) Update

as info. I have not read completely so can't comment. I just wanted to

000043

get to you as quick as possible.

Billy

----- Forwarded by Billy Hatmaker on 05/26/99 06:14 PM

Rod Odom
05/25/99 03:34 PM

Sent by: Marcia Scott

To: Jack McMahon@BCI, JosephM Baker@BCI, Janet Craft@BCI, Stephen Kirkemier@BCI, Billy Hatmaker@BCI
cc: BillCFO Fisher@BCI, Herb Cash@BCI, Laura Narducci@BCI, Kay Atkins@BCI, Julie Conner@BCI, Dave Donegan@BCI, Janice Brooks@BCI, William Flad@BCI, Thomas Crook@BCI, Douglas Heintz@BCI, Paul Lyons@BCI, David Sobek@BCI, Mike Smith@BCI, Johnnie Simmons@BCI, Nancy Underwood@BCI, Lynne Fraas@BCI, Jackie Gagnon@BCI
Subject: Master Svcs Agreement/Volume & Term (MSA/V&T) Update

VP & GMs - Please send to your AVPs.

Over the past few weeks, each of you has requested some level of additional support in working through the True-Up component of MSA/V&T contracting. Based on your feedback and feedback from your people, we have developed a short-term solution designed to bring us up to speed with outstanding True-Ups. We are in the process of refining long-term solutions that will move us forward and allow us to remain ahead of the curve while reducing the administrative requirements of most account teams.

We have identified a number of contracts for which the annual True-Up needs to be completed. These contract relationships require immediate attention to fulfill our commitment to the customer and to do the right thing for the business. Our plan to reconcile these contracts, detailed below, was developed as a result of discussions with most of your AVPs. We will continue our efforts to contact those with whom we have not spoken. The overall objective is to have all True-Ups brought current by July 16, 1999.

The Plan

The Contracts & Field Support Group will rank outstanding True-Ups chronologically, oldest first. These contracts will be separated into two categories: customers to whom BellSouth owes additional credits and customers who owe BellSouth. A separate process will be followed for each category.

When BellSouth owes the customer:

An electronic message will be sent to the AE that provides the customer name, contract number, amount owed, and the contract year. This activity

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is underway.

The AE will have five days to review the information for accuracy and advise the Contracts Group as to how they will proceed.

If a response is not received from a member of the account team within five days, the Contracts Group will escalate to the AVP for handling on day 6.

If the AVP does not respond within five days, the Contracts Group will escalate to you for final disposition.

Within the Contracts Group, the account team's first point of escalation should be to the Group Manager (Dave Donegan), then to the Director (Johnnie Simmons), the Senior Director (Mike Smith), the VP (Herb Cash), and finally to me.

Your State Point of Contact (SPOC) as well as members of the Contracts Group will be available to respond to questions and assist the account team and/or SPOC as needed.

When the customer owes BellSouth:

Contract Deal Managers will work with the Sales Operations Support (SOS) team to review the accuracy of the billing analysis/view of the customer used to develop the contract, when such analysis exists. The Contract Deal Manager will work with the account team to verify accuracy, make any necessary corrections, and re-process the results. The output will be used as the basis for the final reconciliation with the customer.

If a pre-established billing view of the customer (analysis) does not exist, the Contract Deal Manager will work with the SPOC and account team to create an analysis. The newly created analysis will be used to develop a new True-Up report from the beginning of the contract year(s) in question. This report will be used as the basis for the final reconciliation with the customer.

We also recognize the need to develop a long-term strategy. To that end, we plan to begin immediate implementation of the following:

Increase the number of Contract Deal Managers who will:

- Work with account teams to develop MSAs/V&Ts and integrated and custom deals;

- Be responsible for introductory training on tools and processes;

- Automatically involve Sales Operations Support at the beginning of each deal to ensure the development of an accurate billing view of the customer;

- Ensure that account teams have access to the tools and reports needed to help them manage these accounts;

- Identify and engage the resources needed to develop and project manage the deal; and

- Provide assistance as requested by the account team to help present, negotiate, and close deals.

Increase the number of Contract Implementation Managers and dedicate one per profit center. These Contract Implementation Managers will:

- Be responsible for inputting new contracts into the billing system for discounting;

- Monitor all contract reports in their assigned area on a monthly basis for reasonableness;

- Supervise data entry clerks who will monitor service order activity and supplement the billing view of the customer to ensure proper tracking; and

Work with Customer Care as needed to maintain accurate data.

We will also evaluate increasing our investment in tools/mechanization to improve response time, expand capabilities, and increase accuracy.

Your support is essential. We believe all of these to be significant efforts and important steps in enabling us to meet customer expectations and increase customer satisfaction and loyalty.

(UUEncoded file named: pic13100.pcx follows)

Debbie Dutton
07/15/99 10:56 AM

To: Wanda Page@BCI
cc: Sonya Van Cleave@BCI, Kay Atkins@BCI
Subject: Re: MSA V&T issues (Document link not converted)

Wanda,

Thanks. I knew there was something I was suppose to put on the orders and I tried to get someone to tell me what once before. I now have a post it note to remind me and I will do my best to adhere. I am interpreting this to mean ALL orders, 1FB or PRI. Is that correc

Debbie

Wanda Page
07/15/99 07:51 AM

To: Debbie Dutton@BCI
cc: Sonya Van Cleave@BCI, Kay Atkins@BCI
Subject: Re: MSA V&T issues

Please make sure we are adding the ZMSA FID on all orders for [REDACTED] and all subsidiaries

----- Forwarded by Wanda Page on 07/15/99 07:49 AM

Kay Atkins
07/14/99 07:52 PM

To: Wanda Page@BCI
cc: Julie Conner@BCI, Dave Donegan@BCI, Johnnie Simmons@BCI, Mario Muth@BCI, Lynne Marvin@BCI
Subject: Re: MSA V&T issues (Document link not converted)

Wanda,

I have added the two numbers in this e-mail to the CBRM system for discounting. Neither of these numbers had the ZMSA FID of ZMSA [REDACTED] on either account. You may want to remind your Customer Service Associate that every time they set up a "NEW" account the ZMSA FID must be in the bill section in order for our automatic process to add this number to CBRM.

I believe you are working with Julie to get the True Up done on this customer. Just as a reminder, make sure we have all of the customer's billing telephone numbers so we can ensure we are providing the discounts.

If I can of assistance in the future, let me know.

Thanks,
Kay

To: Kay Atkins@BCI
cc:
From: Wanda Page

000047

Date: 07/09/99 01:07:13 PM
Subject: MSA V&T issues

Did we add to CBRB all of the accounts that belong to [REDACTED] which are not billed to [REDACTED] as in item 2? The customer has questioned two account that do not have discounts on the most current bill [REDACTED] and [REDACTED]

----- Forwarded by Wanda Page on 07/09/99 12:03 PM

Wanda Page
05/17/99 04:03 PM

To: Kay Atkins@BCI
cc:
Subject: MSA V&T issues

Here are the issues that we need to resolve.

1. [REDACTED]
 - 1998 True-up completed?
 - Roll Y2 of the contract into the master UPB?
 - effective date?
 - discount rate?
 - flow to earning numbers?
 - CLUB?
2. [REDACTED]
 - Billing name other than [REDACTED]
 - [REDACTED]
 - All states approved except Tennessee
 - how do we perform a true-up
 - Need list of all EN that received/earned discounts

000048

Wanda Page
02/09/99 11:31 AM

To: Jan Lane@BCI, Debbie_ramsey@bbs.bellsouth.com
cc:
Subject: CSA information required for MSA V&T

----- Forwarded by Wanda Page on 02/09/99 10:30 AM

Wanda Page
10/05/98 09:52 AM

To: Carrie Butler@BCI
cc:
Subject: CSA information required for MSA V&T

HERE IS FLA INFO.

----- Forwarded by Wanda Page on 10/05/98 08:53 AM

Wanda Page
10/05/98 09:48 AM

To: Carrie Butler@BCI
cc:
Subject: CSA information required for MSA V&T

Here is every state except Florida. Debbie is getting the final info for Fla. As SPOC, Debbie issues all orders in all BS states except Ga, and Fla. SO--- I guess we will use the Fla CSA info for that state and Debbie for all other. Call me if this is unclear.

----- Forwarded by Wanda Page on 10/05/98 08:47 AM

Wanda Page
09/23/98 11:08 AM

To: Jan Lane@BCI
cc:
Subject: CSA information required for MSA V&T

I received a delivery failure for Debbie, Please forward to Debbie for me.

----- Forwarded by Wanda Page on 09/23/98 10:08 AM

Wanda Page
09/23/98 10:41 AM

To: Debra M Ramsey@01=TN/02=NASH02@omgw
cc: Carrie Butler@BCI
Subject: CSA information required for MSA V&T

Debbie please provide the following for inclusion in the mechanized order process for the [REDACTED] V&T implementation:

000049

Customer name: [REDACTED]
Customer Service Associate : Debbie Ramsey
CSA Sales Code (sales code used in SOCS):_9NBJPDR_____
CSA Operator number: BFBDR_____
ZRTI Code: tn = N,B,615 401-4258,DR,615401
al= N,B,800 262-0922,DR,205327
LA=N,B,800 262-0922,DR,504283
MS=N,B,800 262-0922,DR,601842
KY=N,B,800 262-0922,DR,502267

Customer name: [REDACTED]
Customer Service Associate : CHARADE HARRISON
CSA Sales Code (sales code used in SOCS):_2FHEPCH_____
CSA Operator number: RFAAT_____
ZRTI Code_ \$,B,888 529-5883,CRR_____

ZMSA FID:_____
(MSA Contract number is TN98-2766-00)

Carrie Butler needs this information to process the mechanized service
order conversion

Thanks
Wanda

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CERTIFICATE OF SERVICE

I hereby certify that on July 21, 1999, a copy of the foregoing document was served on the parties of record, via the method indicated:

☒ Hand
☐ Mail
☐ Facsimile
☐ Overnight

Richard Collier, Esquire
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0500

☒ Hand
☐ Mail
☐ Facsimile
☐ Overnight

Henry Walker, Esquire
Boult, Cummings, et al.
414 Union Ave., #1600
P. O. Box 198062
Nashville, TN 39219-8062

☒ Hand
☐ Mail
☐ Facsimile
☐ Overnight

Jon Hastings, Esquire
Boult, Cummings, et al.
414 Union St., #1600
Nashville, TN 37219

☒ Hand
☐ Mail
☐ Facsimile
☐ Overnight

Charles B. Welch, Esquire
Farris, Mathews, et al.
511 Union St., #2400
Nashville, TN 37219

☐ Hand
☐ Mail
☒ Facsimile
☐ Overnight

James Lamoureux, Esquire
AT&T
1200 Peachtree St., NE
Atlanta, GA 30309

☒ Hand
☐ Mail
☐ Facsimile
☐ Overnight

Vance Broemel, Esquire
Consumer Advocate Division
426 5th Avenue, N., 2nd Floor
Nashville, TN 37243

☐ Hand
☐ Mail
☒ Facsimile
☐ Overnight

Carolyn Tatum Roddy, Esquire
Sprint Communications Co., L.P.
3100 Cumberland Circle, N0802
Atlanta, GA 30339

- ☒ Hand
☐ Mail
☐ Facsimile
☐ Overnight

Val Sanford, Esquire
Gullett, Sanford, et al.
230 4th Ave., N., 3rd Fl.
P. O. Box 198888
Nashville, TN 37219-8888

A handwritten signature in dark ink, appearing to read "Val Sanford", is written over a horizontal line. The signature is stylized with a large, sweeping initial "V" and a long, horizontal stroke for the "S".